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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CELSO DANIEL RUIZ,

Defendant.

No. 2:23-CR-228-RFB-NJK

**Plea Agreement for Defendant
Celso Ruiz Pursuant to Fed. R. Crim. P.
11(c)(1)(A) and (B)**

This plea agreement between Celso Daniel Ruiz (“defendant”) and the United States Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’ agreement regarding the criminal charges referenced herein and the applicable sentences and fines in the above-captioned case. This agreement binds only defendant and the USAO and does not bind the district court, the U.S. Probation Office, or any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities. This agreement does not prohibit the USAO or any agency or third party from seeking any other civil or administrative remedies, including administrative forfeiture or civil forfeiture *in rem* actions, directly or indirectly against defendant or defendant’s property.

This agreement becomes effective upon signature by defendant, defendant’s counsel, and an Assistant United States Attorney.

I. DEFENDANT'S OBLIGATIONS

1. Defendant agrees to:

- a. At the earliest opportunity requested by the USAO and provided by the district court, appear and plead guilty to Count 1 of the indictment in this case, which charges defendant with Engaging in the Business of Dealing Firearms Without a License in violation of 18 U.S.C. § 922(a)(1)(A), 923(a), and 924(a)(1)(D);
- b. Stipulate to the facts agreed to in this agreement;
- c. Abide by all agreements regarding sentencing contained in this agreement;
- d. Not seek to withdraw defendant's guilty plea once it is entered;
- e. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
- f. Not commit any federal, state, or local crime;
- g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices and the Court;

II. THE USAO'S OBLIGATIONS

2. The USAO agrees to:

- a. Stipulate to facts agreed to in this agreement;
- b. Abide by all agreements regarding sentencing contained in this agreement;
- c. At sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1 move for an additional one-level reduction if available under that section;
- d. At sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that the district court may consider any dismissed

charges in determining the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed; and

e. Not bring any additional charges against defendant arising out of the factual basis set forth in this agreement. However, the USAO reserves the right to prosecute defendant for (a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371). Defendant agrees that the district court at sentencing may consider any uncharged conduct in determining the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

III. ELEMENTS OF THE OFFENSE

3. Count One: The elements of with Engaging in the Business of Dealing Firearms Without a License under 18 U.S.C. § 922(a)(1)(A), 923(a), and 924(a)(1)(D) are as follows:

First: The defendant was willfully engaged in the business of dealing in firearms within the dates specified in the indictment.

Second: The defendant did not then have a license as a firearms dealer.

See Ninth Circuit Model Criminal Jury Instruction 8.53 (2021 ed.).

IV. CONSEQUENCES OF CONVICTION

4. Maximum Statutory Penalties:

a. Defendant understands that the statutory maximum sentence the district court can impose for a violation of 18 § 922(a)(1)(A) as charged in Count 1 is: 5 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

1 5. Parole Abolished: Defendant acknowledges that defendant's prison sentence
2 cannot be shortened by early release on parole because parole has been abolished.

3 6. Supervised Release: Defendant understands that supervised release is a period of
4 time following imprisonment during which defendant will be subject to various restrictions and
5 requirements. Defendant understands that if defendant violates one or more of the conditions of
6 any supervised release imposed, defendant may be returned to prison for all or part of the term of
7 supervised release authorized by statute for the offense that resulted in the term of supervised
8 release, which could result in defendant serving a total term of imprisonment greater than the
9 statutory maximum stated above.

10 7. Factors under 18 U.S.C. § 3553: Defendant understands that the district court
11 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.
12 However, the statutory maximum sentence limits the district court's discretion in determining
13 defendant's sentence.

14 8. Potential Collateral Consequences of Conviction: Defendant understands that, by
15 pleading guilty, defendant may be giving up valuable government benefits and valuable civic
16 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the
17 right to serve on a jury. Defendant understands that once the district court accepts defendant's
18 guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition.
19 Defendant understands that the conviction in this case may also subject defendant to various
20 other collateral consequences, including but not limited to revocation of probation, parole, or
21 supervised release in another case and suspension or revocation of a professional license.
22 Defendant understands that unanticipated collateral consequences will not serve as grounds to
23 withdraw defendant's guilty plea.
24

During the above-referenced timeframe, Ruiz did not have a license to sell firearms or a license to export firearms from the U.S. to Mexico.

VI. SENTENCING FACTORS

11. Discretionary Nature of Sentencing Guidelines: Defendant understands that in determining defendant's sentence, the district court is required to calculate the applicable sentencing guidelines range and to consider that range, possible departures under the sentencing guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the sentencing guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated sentencing guidelines range, and that after considering the sentencing guidelines and the other § 3553(a) factors, the district court will be free to exercise its discretion to impose any sentence it finds appropriate.

12. Offense Level Calculations: The parties jointly agree and stipulate that, in calculating defendant's advisory guidelines sentencing range, the Court should use the following base offense level and adjustments; acknowledge that these stipulations do not bind the district court; and agree that they will not seek to apply or advocate for the use of any other base offense level(s) or any other specific offense characteristics (other than other 5-level enhancement detailed in Paragraph 13), enhancements, or reductions in calculating the advisory guidelines range:

Base Offense Level USSG § 2K2.1(a)(7):	12
Offense Characteristics: 100-199 firearms USSG § 2K2.1(b)(1)(D):	+8
<u>Offense Characteristics USSG § 2K2.1(b)(6)(A)</u>	<u>+4</u>
Adjusted Offense Level:	24

13. Additional Offense Characteristics: The government asserts that there is a 5-level enhancement via USSG § 2K2.1(b)(5)(C) because Ruiz purchased at least two firearms with the intent to transfer those firearms to individuals that conspired or attempted to conspire with him

1 in the purchase and transfer of those firearms. Based on this enhancement, the government
2 believes that the Adjusted Offense Level is 29. Ruiz reserves the right to contest this 5-level
3 enhancement.

4 14. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO
5 will recommend that defendant receive a two-level downward adjustment for acceptance of
6 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the
7 guilty plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the
8 amount of restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit
9 facts establishing the forfeiture allegations when defendant enters the guilty plea; (d) provides
10 false or misleading information to the USAO, the Court, Pretrial Services, or the Probation
11 Office; (e) denies involvement in the offenses or provides conflicting statements regarding
12 defendant's involvement or falsely denies or frivolously contests conduct relevant to the offense;
13 (f) attempts to withdraw defendant's guilty plea; (g) commits or attempts to commit any crime;
14 (h) fails to appear in court; or (i) violates the conditions of pretrial release. Under USSG §
15 3E1.1(b), if the district court determines that defendant's total offense level before operation of §
16 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level downward adjustment
17 pursuant to the preceding paragraph, the USAO will move for an additional one-level downward
18 adjustment for acceptance of responsibility before sentencing because defendant communicated
19 defendant's decision to plead guilty in a timely manner that enabled the USAO to avoid
20 preparing for trial and to efficiently allocate its resources.

21 15. Criminal History Category: Defendant acknowledges that the district court may
22 base defendant's sentence in part on defendant's criminal record or criminal history. The district
23 court will determine defendant's criminal history category under the sentencing guidelines.
24

1 16. Additional Sentencing Information: The stipulated sentencing guidelines
2 calculations are based on information now known to the parties. Defendant understands that
3 both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying
4 relevant information to the U.S. Probation and Pretrial Services Offices and the district court
5 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or
6 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the
7 district court's sentencing guidelines calculations and determination of sentence. While this
8 paragraph permits both the USAO and defendant to submit full and complete factual
9 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that
10 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this
11 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed
12 to in this agreement. Good faith efforts to provide truthful information or to correct factual
13 misstatements shall not be grounds for defendant to withdraw defendant's guilty plea.

14 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing
15 guidelines differently and may rely on additional information it obtains through its investigation.
16 Defendant also acknowledges that the district court may rely on this and other additional
17 information as it calculates the sentencing guidelines range and makes other sentencing
18 determinations, and the district court's reliance on such information shall not be grounds for
19 defendant to withdraw defendant's guilty plea.

20 **VII. POSITIONS REGARDING SENTENCING**

21 17. The USAO will recommend that the district court sentence defendant at the low
22 end of the advisory guideline range as determined by the district court. Defendant may argue
23 for a downward variance pursuant to 18 U.S.C. § 3553.
24

1 18. Defendant acknowledges that the district court does not have to follow the
2 recommendation of either party.

3 19. Notwithstanding its agreement to recommend a sentence as described above, the
4 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-
5 conviction litigation.

6 20. If defendant commits any act that results in the Court finding that defendant is
7 not entitled to a downward adjustment for acceptance of responsibility, the USAO is entitled to
8 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event,
9 Defendant remains bound by the provisions of this agreement and shall not have the right to
10 withdraw defendant's guilty plea.

11 **VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

12 21. Defendant understands that by pleading guilty, defendant gives up the following
13 rights:

- 14 a. The right to persist in a plea of not guilty;
- 15 b. The right to a speedy and public trial by jury;
- 16 c. The right to be represented by counsel—and if necessary have the court
17 appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to
18 be represented by counsel—and if necessary have the court appoint counsel—at every other stage
19 of the proceeding;
- 20 d. The right to be presumed innocent and to have the burden of proof placed
21 on the USAO to prove defendant guilty beyond a reasonable doubt;
- 22 e. The right to confront and cross-examine witnesses against defendant;
- 23 f. The right to testify and to present evidence in opposition to the charges,
24 including the right to compel the attendance of witnesses to testify;

1 g. The right not to be compelled to testify, and, if defendant chose not to
2 testify or present evidence, to have that choice not be used against defendant; and

3 h. The right to pursue any affirmative defenses; Fourth Amendment or Fifth
4 Amendment claims; any other pretrial motions that have been or could have been filed; and
5 challenges to any adverse pre-trial rulings.

6 IX. WAIVER OF APPELLATE RIGHTS

7 22. Waiver of Appellate Rights: Defendant knowingly and expressly waives the right
8 to appeal: (a) any sentence imposed within or below the applicable Sentencing Guideline range
9 as determined by the district court; (b) the manner in which the district court determined that
10 sentence on the grounds set forth in 18 U.S.C. § 3742; (c) any other aspect of the conviction,
11 including but not limited to the constitutionality of the statutes of conviction; and (d) any other
12 aspect of the sentence, including but not limited to the constitutionality of any mandatory or
13 standard conditions of supervised release; the denial of any motion for early termination of
14 supervised release.

15 23. Defendant reserves only the right to appeal any portion of the sentence that is an
16 upward departure or variance from the applicable Sentencing Guideline range as determined by
17 the district court.

18 24. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly
19 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's
20 conviction, sentence, and the procedure by which the district court adjudicated guilt and
21 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

22 25. Preservation of Evidence: Defendant acknowledges that the USAO and the
23 agencies investigating this case are not obligated or required to preserve any evidence obtained in
24 the investigation of this case.

**X. RESULT OF WITHDRAWAL OF GUILTY PLEA
OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION**

26. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this agreement was involuntary, then the USAO will be relieved of all of its obligations under this agreement.

27. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will be released from all their obligations under this agreement, except that, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

XI. BREACH OF AGREEMENT

28. Defendant agrees that if, at any time after this agreement becomes effective, defendant knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the district court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will remain bound by the provisions of this agreement and

1 will not be able to withdraw the guilty plea; and (b) the USAO will be relieved of all its
2 obligations under this agreement.

3 **XII. COURT AND UNITED STATES PROBATION**
4 **AND PRETRIAL SERVICES OFFICE NOT PARTIES**

5 29. Defendant understands that the Court and the U.S. Probation and Pretrial
6 Services Office are not parties to this agreement and need not accept any of the USAO's
7 sentencing recommendations or the parties' agreements to facts or sentencing factors.

8 30. Defendant understands that both defendant and the USAO are free to argue on
9 appeal and collateral review that the district court's sentencing guidelines calculations and the
10 sentence it chooses to impose are not error.

11 31. Defendant understands that even if the district court ignores any sentencing
12 recommendation, finds facts or reaches conclusions different from those agreed to by the parties,
13 or imposes any sentence up to the maximum established by statute, defendant cannot, for that
14 reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all
15 defendant's obligations under this agreement. Defendant understands that no one—not the
16 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise
17 regarding the sentence defendant will receive, except that it will be within the statutory
18 maximum.

19 **XIII. ADDITIONAL ACKNOWLEDGMENTS**

20 32. Defendant acknowledges that:

21 a. Defendant read this agreement the language defendant best understands
22 and defendant understands its terms and conditions.

23 b. Defendant had adequate time to discuss this case, the evidence, and this
24 agreement with defendant's attorney.

1 c. Defendant carefully and thoroughly discussed all terms of this agreement
2 with defendant's attorney.

3 d. Defendant understands the terms of this agreement and voluntarily agrees
4 to those terms.

5 e. Defendant has discussed with defendant's attorney the following: the
6 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that
7 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);
8 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

9 f. The representations contained in this agreement are true and correct,
10 including the factual basis for defendant's offense set forth in this agreement.

11 g. Defendant was not under the influence of any alcohol, drug, or medicine
12 that would impair defendant's ability to understand the agreement when defendant considered
13 signing this agreement and when defendant signed it.

14 33. Defendant understands that defendant alone decides whether to plead guilty or go
15 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of
16 the charges brought against defendant, defendant's possible defenses, and the benefits and
17 possible detriments of proceeding to trial.

18 34. Defendant understands that no promises, understandings, or agreements other
19 than those set forth in this agreement have been made or implied by defendant, defendant's
20 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any
21 force or effect unless set forth in writing and signed by all parties or confirmed on the record
22 before the district court.

23 35. Defendant acknowledges that defendant decided to plead guilty voluntarily and
24 that no one threatened, coerced, or forced defendant to enter into this agreement.

1 37. Defendant is satisfied with the representation of defendant's attorney, and
2 defendant is pleading guilty because defendant is guilty of the charges and chooses to take
3 advantage of the promises set forth in this agreement and for no other reason.

4 **XIV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING**

5 38. The parties agree that this agreement will be considered part of the record of
6 defendant's guilty plea hearing as if the entire agreement had been read into the record of the
7 proceeding.

8 AGREED AND ACCEPTED

9 UNITED STATES ATTORNEY'S OFFICE
10 FOR THE DISTRICT OF NEVADA

11 SIGAL CHATTAH
12 United States Attorney

13 _____
14 David Kiebler
15 Assistant United States Attorney

Date

16 _____
17 Celso Daniel Ruiz
18 Defendant

Date

19 _____
20 Keisha Matthews
21 Attorney for Defendant Ruiz

Date